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12 UNITED STATES DISTRICT COURT  
13 EASTERN DISTRICT OF CALIFORNIA

14 CAROLYN HAWKINS ROBINSON,

15 Plaintiff,

16 v.

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18 HEALTHCARE REVENUE RECOVERY  
19 GROUP, LLC d/b/a ARS ACCOUNT  
RESOLUTION SERVICES,

20 Defendant.

CASE NO. 2:21-cv-01517-KJM-JDP

STIPULATED  
PROTECTIVE ORDER

ECF No. 13

21  
22 **1. Scope.** All materials produced or adduced in the course of discovery, including  
23 initial disclosures, responses to discovery requests, deposition testimony and exhibits, and  
24 information derived directly therefrom (hereinafter collectively “documents”), shall be subject to  
25 this Order concerning Confidential Information as defined below. This Order is subject to the  
26 local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and  
27 calculation of time periods.  
28

1           **2.     Confidential Information.** As used in this Order, “Confidential Information”  
2 means information designated as ‘CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER’ by  
3 the producing party that falls within one or more of the following categories: (a) information  
4 prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research,  
5 technical, commercial or financial information that the party has maintained as confidential; (d)  
6 medical information concerning any individual; (e) personal identity information; (f) personnel or  
7 employment records of a person who is not a party to the case; or (h) written internal training and  
8 operating procedures that the party has maintained as confidential. Information or documents that  
9 are available to the public may not be designated as Confidential Information.  
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12           **3.     Designation.**

13           **a.** A party may designate a document as Confidential Information for  
14 protection under this Order by placing or affixing the words “CONFIDENTIAL -  
15 SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a manner  
16 that will not interfere with the legibility of the document. As used in this Order, “copies”  
17 includes electronic images, duplicates, extracts, summaries or descriptions that contain the  
18 Confidential Information. The marking “CONFIDENTIAL - SUBJECT TO  
19 PROTECTIVE ORDER” shall be applied prior to or at the time of the documents are  
20 produced or disclosed. Applying the marking “CONFIDENTIAL - SUBJECT TO  
21 PROTECTIVE ORDER” to a document does not mean that the document has any status  
22 or protection by statute or otherwise except to the extent and for the purposes of this Order.  
23 Any copies that are made of any documents marked “CONFIDENTIAL - SUBJECT TO  
24 PROTECTIVE ORDER” shall be also be so marked, except that indices, electronic  
25 databases or lists of documents that do not contain substantial portions or images of the  
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1 text of marked documents and do not otherwise disclose the substance of the Confidential  
2 Information are not required to be marked.

3           **b.**       The designation of a document as Confidential Information is a certification  
4 by an attorney or a party appearing pro se that the document contains Confidential  
5 Information as defined in this order.  
6

7           **4.       Depositions.** Deposition testimony is protected by this Order only if designated as  
8 “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” on the record at the time the  
9 testimony is taken or by serving written notice of the page and line of the confidential deposition  
10 portions, within fourteen days of receiving the final transcript, to all parties of record. Until the  
11 fourteen-day period to designate the deposition has passed, the entire transcript shall be treated as  
12 “Confidential,” unless the Parties otherwise agree. A party may also orally designate testimony  
13 during the course of a deposition by making a statement to that effect, on the record at the  
14 deposition. In this case, the court reporter shall transcribe the designated pages in a separate  
15 volume marked with the appropriate designation. Any individuals attending the deposition must  
16 leave the room prior to discussion of whether material is designable if that person would not be an  
17 authorized person as to that material Confidential Information or Material. The failure to serve a  
18 timely Notice of Designation or orally designate may act as a waiver to designate deposition  
19 testimony as Confidential Information, unless otherwise ordered by the Court.  
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23           **5.       Protection of Confidential Material.**

24           **a.       General Protections.** Confidential Information shall not be used or  
25 disclosed by the parties, counsel for the parties or any other persons identified in  
26 subparagraph (b) for any purpose whatsoever other than in this litigation, including any  
27 appeal thereof.  
28

1           **b. Limited Third-Party Disclosures.** The parties and counsel for the parties  
2 shall not disclose or permit the disclosure of any Confidential Information to any third  
3 person or entity except as set forth in subparagraphs (1)-(9). Subject to these requirements  
4 the following categories of persons may be allowed to review Confidential Information:  
5

6           **i. Counsel.** Counsel for the parties and employees of counsel who  
7 have responsibility for the action;  
8

9           **ii. Parties.** Individual parties and employees of a party but only to the  
10 extent counsel determines in good faith that the employee's assistance is reasonably  
11 necessary to the conduct of the litigation in which the information is disclosed:  
12

13           **iii. The Court and its personnel;**  
14

15           **iv. Court Reporters and Recorders.** Court reporters and recorders  
16 engaged for depositions;  
17

18           **v. Contractors.** Those persons specifically engaged for the limited  
19 purpose of making copies of documents or organizing or processing documents  
20 including outside vendors hired to process electronically stored documents;  
21

22           **vi. Consultants and Experts.** Consultants, investigators, or experts  
23 employed by the parties or counsel for the parties to assist in the preparation and  
24 trial of this action but only after such persons have completed the certification  
25 contained in Attachment A, Acknowledgment of Understanding and Agreement to  
26 Be Bound;  
27  
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1                   **vii. Witnesses at depositions.** During their depositions, witnesses in  
2 this action to whom disclosure is reasonably necessary. Witnesses shall not retain  
3 a copy of documents containing Confidential Information, except witnesses may  
4 receive a copy of all exhibits marked at their depositions in connection with review  
5 of the transcripts. Pages of transcribed deposition testimony or exhibits to  
6 depositions that are designated as Confidential Information pursuant to the process  
7 set out in this Order must be separately bound by the court reporter and may not be  
8 disclosed to anyone except as permitted under this Order.  
9

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11                   **viii. Author or recipient.** The author or recipient of the document (not  
12 including person who received the document in the course of litigation); and  
13

14                   **ix. Others by Consent.** Other persons only by written consent of the  
15 producing party or upon order of the Court and on such conditions as may be agreed  
16 or ordered.  
17

18                   **c. Control of Documents.** Counsel for the parties shall make reasonable  
19 efforts to prevent unauthorized or inadvertent disclosure of Confidential Information.  
20 Counsel shall maintain the originals of the forms signed by persons acknowledging their  
21 obligations under this Order for a period of three years after the termination of the case.  
22

23                   **6. Inadvertent Failure to Designate.** An inadvertent failure to designate a document  
24 as Confidential Information does not standing alone, waive the right to so designate the document;  
25 provided, however, that a failure to serve a timely Notice of Designation of deposition testimony  
26 as required by this Order, even if inadvertent, waives any protection for deposition testimony. If  
27 a party designates a document as Confidential Information after it was initially produced, the  
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1 receiving party, on notification of the designation, must make a reasonable effort to assure that the  
2 document is treated in accordance with the provisions of this Order. No party shall be found to  
3 have violated this Order for failing to maintain the confidentiality of material during a time when  
4 that material has not been designated Confidential Information, even where the failure to so  
5 designate was inadvertent and where the material is subsequently designated Confidential  
6 Information.  
7

8       **7. Filing of Confidential Information.** This Order does not, by itself, authorize the  
9 filing of any document under seal. Any party wishing to file a document designated as  
10 Confidential Information in connection with a motion, brief or other submission to the Court must  
11 comply with the local rules.  
12

13       **8. No Greater Protection of Specific Documents.** Except on privilege grounds not  
14 addressed by this Order, no party may withhold information from discovery on the ground that it  
15 requires protection greater than that afforded by this Order unless the party moves for an order  
16 providing such special protection.  
17

18       **9. Challenges by a Party to Designation as Confidential Information.** The  
19 designation of any material or document as Confidential Information is subject to challenge by  
20 any party. The following procedure shall apply to any such challenge.  
21

22       **a. Meet and Confer.** A party challenging the designation of Confidential  
23 Information must do so in good faith and must begin the process by conferring directly  
24 with counsel for the designating party. In conferring, the challenging party must explain  
25 the basis for its belief that the confidentiality designation was not proper and must give the  
26 designating party an opportunity to review the designated material, to reconsider the  
27 designation, and, if no change in designation is offered, to explain the basis for the  
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1 designation. The designating party must respond to the challenge within five (5) business  
2 days.

3           **b. Judicial Intervention.** A party that elects to challenge a confidentiality  
4 designation may file and serve a motion that identifies the challenged material and sets  
5 forth in detail the basis for the challenge. Each such motion must be accompanied by a  
6 competent declaration that affirms that the movant has complied with the meet and confer  
7 requirements of this procedure. The burden of persuasion in any such challenge proceeding  
8 shall be on the designating party. Until the Court rules on the challenge, all parties shall  
9 continue to treat the materials as Confidential Information under the terms of this Order.  
10

11           **10. Action by the Court.** Applications to the Court for an order relating to materials  
12 or documents designated Confidential Information shall be by motion. Nothing in this Order or  
13 any action or agreement of a party under this Order limits the Court's power to make orders  
14 concerning the disclosure of documents produced in discovery or at trial.  
15

16           **11. Use of Confidential Documents or Information at Trial.** Nothing in this Order  
17 shall be construed to affect the use of any document, material, or information at any trial or hearing.  
18 A party that intends to present or that anticipates that another party may present Confidential  
19 Information at a hearing or trial shall bring that issue to the Court's and parties' attention by motion  
20 or in a pretrial memorandum without disclosing the Confidential Information. The Court may  
21 thereafter make such orders as are necessary to govern the use of such documents or information  
22 at trial.  
23

24           **12. Confidential Information Subpoenaed or Ordered Produced in Other**  
25 **Litigation.**  
26

27           **a.** If a receiving party is served with a subpoena or an order issued in other  
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1 litigation that would compel disclosure of any material or document designated in this  
2 action as Confidential Information, the receiving party must so notify the designating party,  
3 in writing, immediately and in no event more than three court days after receiving the  
4 subpoena or order. Such notification must include a copy of the subpoena or court order.  
5

6 **b.** The receiving party also must immediately inform in writing the party who  
7 caused the subpoena or order to issue in the other litigation that some or all of the material  
8 covered by the subpoena or order is the subject of this Order. In addition, the receiving  
9 party must deliver a copy of this Order promptly to the party in the other action that caused  
10 the subpoena to issue.  
11

12 **c.** The purpose of imposing these duties is to alert the interested persons to the  
13 existence of this Order and to afford the designating party in this case an opportunity to try  
14 to protect its Confidential Information in the court from which the subpoena or order  
15 issued. The designating party shall bear the burden and the expense of seeking protection  
16 in that court of its Confidential Information, and nothing in these provisions should be  
17 construed as authorizing or encouraging a receiving party in this action to disobey a lawful  
18 directive from another court. The obligations set forth in this paragraph remain in effect  
19 while the party has in its possession, custody or control Confidential Information by the  
20 other party to this case.  
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23 **13. Challenges by Members of the Public to Sealing Orders.** A party or interested  
24 member of the public has a right to challenge the sealing of particular documents that have been  
25 filed under seal, and the party asserting confidentiality will have the burden of demonstrating the  
26 propriety of filing under seal.  
27

28 **14. Obligations on Conclusion of Litigation.**



1           a. Unless otherwise agreed or ordered, this Order shall remain in force after  
2 dismissal or entry of final judgment not subject to further appeal.

3           b. Within sixty-three days after dismissal or entry of final judgment not subject  
4 to further appeal, all Confidential Information and documents marked “CONFIDENTIAL  
5 - SUBJECT TO PROTECTIVE ORDER” under this Order, including copies as defined in  
6 3(a) shall be returned to the producing party unless: (1) the document has been offered into  
7 evidence or filed without restriction as to disclosure; (2) the parties agree to destruction to  
8 the extent practicable in lieu of return; or (3) as to documents bearing the notations,  
9 summations, or other mental impressions of the receiving party, that party elects to destroy  
10 the documents and certifies to the producing party that it has done so. Notwithstanding the  
11 above requirements to return or destroy documents, Counsel may retain attorney work  
12 product, including an index that refers or relates to designated Confidential Information so  
13 long as that work product does not duplicate verbatim substantial portions of Confidential  
14 Information, and one complete set of all documents filed with the Court including those  
15 filed under seal. Any retained Confidential Information shall continue to be protected  
16 under this Order. An attorney may use his or her work product in subsequent litigation  
17 provided that its use does not disclose or use Confidential Information.

18           c. **Deletion of Documents Filed under Seal from ECF System.** Filings  
19 under seal shall be deleted from the ECF system only upon order of the Court.

20           **15. Order Subject to Modification.** This Order shall be subject to modification by  
21 the Court on its own initiative or on motion of a party or any other person with standing concerning  
22 the subject matter.  
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1       **16.    No Prior Judicial Determination.**    This Order is entered based on the  
2 representations and agreements of the parties and for the purpose of facilitating discovery. Nothing  
3 herein shall be construed or presented as a judicial determination that any document or material  
4 designated Confidential Information by counsel or the parties is entitled to protection under Rule  
5 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court may rule  
6 on a specific document or issue.  
7

8       **17.    Persons Bound.** This Order shall take effect when entered and shall be binding  
9 upon all counsel of record and their law firms, the parties, and persons made subject to this Order  
10 by its terms.  
11

12  
13 **IT IS SO STIPULATED.**  
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15  
16

17 Dated: February 1, 2022

FARAH LAW, P.C.

/s/ Neda Farah

NEDA FARAH

18  
19  
20 Dated: February 1, 2022

MESSER STRICKLER BURNETTE, LTD.

/s/ June D. Coleman

JUNE D. COLEMAN

**ORDER**

The parties' stipulated protective order, ECF No. 13, is approved and so ordered.

IT IS SO ORDERED.

Dated: February 1, 2022

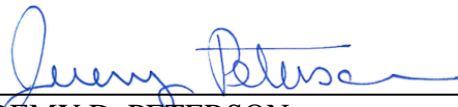
  
\_\_\_\_\_  
JEREMY D. PETERSON  
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Stipulated Protective Order dated [INSERT ORDER DATE] in the above-captioned action and attached hereto understands the terms thereof and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Eastern District of California in matters relating to the Stipulated Protective Order and understands that the terms of the Stipulated Protective Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Protective Order may result in penalties for contempt of court.

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature